

RECORDATION NO. 27313 FILED

DEC 28 '07 -10 30 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

December 28, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of December 21, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller/

Assignor:

General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, IL 60601

Buyer/Assignee:

Midwest Railcar Corporation
4949 Autumn Oaks Drive
Maryville, IL 62062

Mr. Vernon A. Williams
December 28, 2007
Page 2

A description of the railroad equipment covered by the enclosed document is:

65 railcars within the series DRLX 3011 - DRLX 3449 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

DEC 28 '07

-10 30 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 21, 2007 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Midwest Railcar Corporation, an Illinois corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 21, 2007 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Lease (including the rider referenced in the definition thereof and, solely as it pertains to the rider, the Master Lease) (collectively, the "Operative Agreements") as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and assumes all obligations of the Seller accruing on or after the Closing Date under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller is released of all obligations accruing under the Operative Agreements on or after the Closing Date.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement

(terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: the equipment described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Rider No. 2 dated October 1, 2007 between Lessee and the Seller, which incorporates by reference the terms of the Master Lease.

Lessee: Martin Marietta Aggregates Corporation.

Master Lease: Car Leasing Agreement No. 5498-97-0 dated October 20, 2004 between Lessee and the Seller.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: 
Name: Mark A. Stefani
Title: Vice President

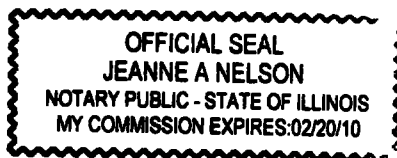
MIDWEST RAILCAR CORPORATION

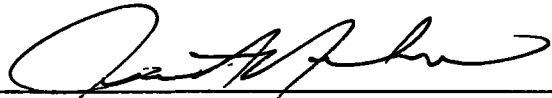
By: _____
Name: Richard M. Folio
Title: Executive Vice President

State of Illinois)
)
County of Cook)

On this, the ____ day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Mark A. Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



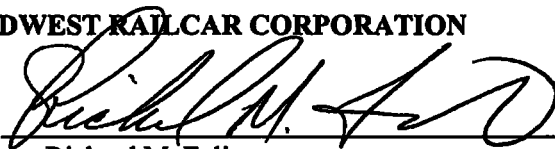

Name: _____
Notary Public
My Commission Expires: 2-20-10
Residing in: Cook Co.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: Mark A. Stefani
Title: Vice President

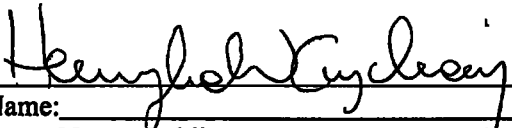
MIDWEST RAILCAR CORPORATION

By: 
Name: Richard M. Folio
Title: Executive Vice President

State of Maryland)
)
City of Baltimore)

On this, the ____ day of December, 2007 before me, a Notary Public in and for said County and State, personally appeared Richard M. Folio, an Executive Vice President of Midwest Railcar Corporation, who acknowledged himself to be a duly authorized officer of Midwest Railcar Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: _____
Notary Public

My Commission Expires: _____
Residing in: _____

HENRYKA W. GRYC CRAIG
NOTARY PUBLIC STATE OF MARYLAND
County of Baltimore
My Commission Expires September 29, 2009

EXHIBIT I
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Midwest Railcar Corporation ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December __, 2007, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December __, 2007, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement

(List of Equipment)

<u>Unit</u> <u>Count</u>	<u>Lessee</u>	<u>AAR</u> <u>Reporting Marks</u>	
1	Martin Marietta Aggregates Corporation	DLRX	3011
2	Martin Marietta Aggregates Corporation	DLRX	3012
3	Martin Marietta Aggregates Corporation	DLRX	3013
4	Martin Marietta Aggregates Corporation	DLRX	3014
5	Martin Marietta Aggregates Corporation	DLRX	3015
6	Martin Marietta Aggregates Corporation	DLRX	3016
7	Martin Marietta Aggregates Corporation	DLRX	3017
8	Martin Marietta Aggregates Corporation	DLRX	3067
9	Martin Marietta Aggregates Corporation	DLRX	3071
10	Martin Marietta Aggregates Corporation	DLRX	3302
11	Martin Marietta Aggregates Corporation	DLRX	3308
12	Martin Marietta Aggregates Corporation	DLRX	3309
13	Martin Marietta Aggregates Corporation	DLRX	3314
14	Martin Marietta Aggregates Corporation	DLRX	3316
15	Martin Marietta Aggregates Corporation	DLRX	3321
16	Martin Marietta Aggregates Corporation	DLRX	3323
17	Martin Marietta Aggregates Corporation	DLRX	3330
18	Martin Marietta Aggregates Corporation	DLRX	3340
19	Martin Marietta Aggregates Corporation	DLRX	3454
20	Martin Marietta Aggregates Corporation	DLRX	3455
21	Martin Marietta Aggregates Corporation	DLRX	3457
22	Martin Marietta Aggregates Corporation	DLRX	3403
23	Martin Marietta Aggregates Corporation	DLRX	3404
24	Martin Marietta Aggregates Corporation	DLRX	3405
25	Martin Marietta Aggregates Corporation	DLRX	3406
26	Martin Marietta Aggregates Corporation	DLRX	3407
27	Martin Marietta Aggregates Corporation	DLRX	3408
28	Martin Marietta Aggregates Corporation	DLRX	3409
29	Martin Marietta Aggregates Corporation	DLRX	3410
30	Martin Marietta Aggregates Corporation	DLRX	3411
31	Martin Marietta Aggregates Corporation	DLRX	3412
32	Martin Marietta Aggregates Corporation	DLRX	3413
33	Martin Marietta Aggregates Corporation	DLRX	3414
34	Martin Marietta Aggregates Corporation	DLRX	3415
35	Martin Marietta Aggregates Corporation	DLRX	3416
36	Martin Marietta Aggregates Corporation	DLRX	3417
37	Martin Marietta Aggregates Corporation	DLRX	3418
38	Martin Marietta Aggregates Corporation	DLRX	3419
39	Martin Marietta Aggregates Corporation	DLRX	3420
40	Martin Marietta Aggregates Corporation	DLRX	3421
41	Martin Marietta Aggregates Corporation	DLRX	3422
42	Martin Marietta Aggregates Corporation	DLRX	3423
43	Martin Marietta Aggregates Corporation	DLRX	3424
44	Martin Marietta Aggregates Corporation	DLRX	3425
45	Martin Marietta Aggregates Corporation	DLRX	3426
46	Martin Marietta Aggregates Corporation	DLRX	3427
47	Martin Marietta Aggregates Corporation	DLRX	3428
48	Martin Marietta Aggregates Corporation	DLRX	3429
49	Martin Marietta Aggregates Corporation	DLRX	3430

50	Martin Marietta Aggregates Corporation	DLRX	3431
51	Martin Marietta Aggregates Corporation	DLRX	3432
52	Martin Marietta Aggregates Corporation	DLRX	3433
53	Martin Marietta Aggregates Corporation	DLRX	3434
54	Martin Marietta Aggregates Corporation	DLRX	3435
55	Martin Marietta Aggregates Corporation	DLRX	3436
56	Martin Marietta Aggregates Corporation	DLRX	3437
57	Martin Marietta Aggregates Corporation	DLRX	3438
58	Martin Marietta Aggregates Corporation	DLRX	3439
59	Martin Marietta Aggregates Corporation	DLRX	3440
60	Martin Marietta Aggregates Corporation	DLRX	3441
61	Martin Marietta Aggregates Corporation	DLRX	3442
62	Martin Marietta Aggregates Corporation	DLRX	3443
63	Martin Marietta Aggregates Corporation	DLRX	3444
64	Martin Marietta Aggregates Corporation	DLRX	3447
65	Martin Marietta Aggregates Corporation	DLRX	3449